

3/17/94

283342

Re: Occidental

PFE

Linda:

Enclosed are the 104(c) responses we discussed yesterday from Firestone & Occidental, with the agreement between them theoretically attached by each. (The Occidental's Attachment 6).

Notice the clever way Occidental handled Attachment 6. For every other Attachment Occidental says "Attachment 1 is . . . " They don't say "Attachment 6 is the Agreement" because that would be a lie. Instead ~~the~~ <sup>Occidental</sup> refers to it indirectly in between Attachment 4 + 7.

Good luck with this company!  
You'll need it!

Pat Helwig X 2618

# RAWLE & HENDERSON



VICTORIA H. ROBERTS  
215-575-4358

PFE

LAW OFFICES  
THE WIDENER BUILDING  
ONE SOUTH PENN SQUARE  
PHILADELPHIA, PA 19107  
215-575-4200

CABLE RAWLE PHILADELPHIA  
TELEX 83-4286  
FALSIMILE 215-563-2583

NEW JERSEY OFFICE  
TEN LAKE CENTER EXECUTIVE PARK  
MARLTON, NEW JERSEY

December 28, 1993

Via Hand Delivery

Larry S. Miller, Chief  
PRP Search Section  
U.S. Environmental Protection Agency  
Region III  
841 Chestnut Street  
Philadelphia, PA 19107

Re: Woodlawn Landfill, Cecil County, Maryland  
Our File No.: 426.643

Dear Mr. Miller:

On behalf of Bridgestone/Firestone, Inc., we are providing you with the following information in response to your December 14, 1993 letter to Kenji Shibati. All information provided is to the best of our current knowledge and belief. We reserve the right to amend or supplement should additional evidence become available.

1. After a thorough investigation, Bridgestone/Firestone, Inc. was unable to find any written information confirming that John Chinapha was an employee of Firestone Plastics Company either before or after December 1, 1980. However, all Firestone Plastics employees at the Perryville, Maryland plant and the Pottstown, Pennsylvania plant became employees of Hooker Chemicals and Plastics Corporation after the sale of the plant by Firestone to Hooker.
2. Bridgestone/Firestone, Inc. has no record of paying a salary to John Chinapha either before or after December 1, 1980.
3. Bridgestone/Firestone, Inc. has no written records pertaining to John Chinapha. However, Firestone would not have directed anyone at the Perryville, Maryland or Pottstown, Pennsylvania plants with respect to PVC disposal after December 1, 1980.

RAWLE & HENDERSON

Larry S. Miller, Chief  
December 28, 1993  
Page 2

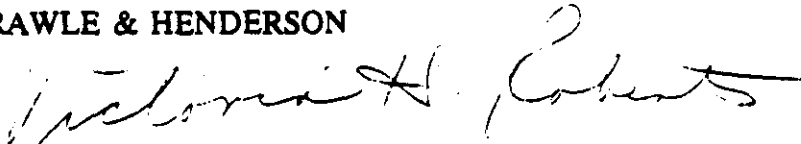
PFE

4. There was an agreement between Firestone and Hooker on the disposal of PVC sludge at the Perryville plant after the sale, a copy of which is attached.
5. Not applicable.
6. It is Bridgestone/Firestone, Inc.'s position that any PVC sludge remaining at the plant at the time of sale was the responsibility of Firestone. However, any PVC sludge produced after the date of sale or any other waste which was transported to Woodlawn by Hooker is the sole responsibility of Occidental.

If you have any additional questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

RAWLE & HENDERSON



By:

Victoria H. Roberts

VHR/rvp

cc: Gary Garfield, Esquire  
George B. Markert  
Debra Rossi  
John Rajkowski  
Patricia Hilsinger, Esquire  
Deborah E. Jennings, Esquire  
Kevin A. Gaynor, Esquire  
Paul J. Mraz, Esquire  
William A. Simon, Jr.  
Michael C. Powell, Esquire  
Joseph T. Cain  
Thomas M. Hoban, Esquire  
Patricia Chalfant, Esquire



PFE

November 30, 1980

Occidental Petroleum Corporation  
10889 Wilshire Boulevard  
Los Angeles, California 90024

Re: Firestone Plastics Company

Gentlemen:

This letter will set forth our mutual understanding on certain environmental matters relating to the Agreement of Purchase and Sale of Assets, dated September 16, 1980 (the "Asset Agreement"), between Firestone and Occidental under which Occidental agreed to purchase certain rights, properties and assets of or related to the business of producing and selling dispersion and suspension resins and calendered and printed film conducted by Firestone through Firestone Plastics Company (the "Division"), a division of Firestone (the "Business"). Capitalized terms used herein which are defined in the Asset Agreement are used herein as so defined.

Firestone and Occidental agree as follows:

1. All contracts, commitments, governmental permits, approvals, licenses and other rights, obligations and liabilities of Firestone, whether direct or indirect, absolute or contingent, relating to or arising out of disposal by or on behalf of Firestone (a) of any industrial wastes resulting from operation of the Division's Perryville plant which have been deposited in the Woodlawn landfill site prior to the date hereof and (b) of industrial wastes presently on the Division's Perryville plant site believed by Firestone to consist of approximately 50% to 70% solid PVC resulting from the operations conducted at the Division's Perryville plant, including the Excess Sludge (as later defined herein), shall be excluded from Assumed Liabilities and Assets to be transferred to Occidental under the Agreement; and Occidental shall have no liability whatsoever, and Firestone shall defend, indemnify and save Occidental harmless from and against any and all loss, cost, damages and expense (including reasonable attorneys fees) arising out of any claim, liability or obligation incurred by or asserted against Occidental, with respect to any such contract.

PFE

commitment, permit, approval, license, right, obligation or liability or with respect to any act or condition relating to any aspect of the disposal of such wastes for the Division's Perryville plant by or on behalf of Firestone.

2. Firestone acknowledges that it has accumulated excess quantities of Sludge on the premises of the Division's Perryville plant pending the issuance of a governmental permit to dispose of such Sludge at the Woodlawn landfill site; that it is Firestone's responsibility to dispose of that portion of the Sludge on the Division's Perryville plant premises which is in excess of the quantity that ordinarily would be stored on that plant's premises had there been no delay in obtaining or other difficulties with its waste disposal permit (the "Excess Sludge"); and Occidental acknowledges that it is its responsibility to dispose of Sludge located on such premises other than Excess Sludge. Firestone requests Occidental to act as Firestone's agent in disposing of such Excess Sludge on Firestone's behalf and at Firestone's sole responsibility and risk at the Woodlawn landfill site in accordance with Firestone's existing permit to do so (Industrial Waste Permit No. 78-07-03 issued by the Department of Health and Mental Hygiene of the State of Maryland on July 16, 1980 and the authorization evidenced by the letter of April 1, 1980 from the County Commissioners of Cecil County, Maryland (the "Perryville Waste Permits")). Occidental agrees, at its expense (so long as no extraordinary handling costs are incurred), to place such Excess Sludge in containers of the type heretofore used by Firestone and transport it on behalf of Firestone, using Firestone's existing transporter, to the Woodlawn landfill site for disposal there in accordance with the terms of the Perryville Waste Permits; provided, however, that Occidental shall not be deemed to be at any time the owner or generator of such Excess Sludge; that Occidental is acting solely as the agent of Firestone; that Occidental shall have no further liability with respect to such Excess Sludge once it has been delivered to the Woodlawn landfill site pursuant to the terms of this letter; and that Occidental shall have all the benefits and protection accorded to it under paragraph 1 of this letter with respect to such Excess Sludge.

Firestone and Occidental will cooperate to expedite the disposal of the Excess Sludge, and Occidental shall use its best efforts to cause the Excess Sludge to be disposed of in accordance with the terms of this letter within 45 days from the date hereof. The parties acknowledge that quantities that would ordinarily be stored on the Division's plant premises would be approximately 200,000 pounds.

If for any reason the Excess Sludge cannot be disposed of at the Woodlawn landfill site, then Firestone and Occidental shall discuss other methods for disposal of such Excess Sludge.

Occidental Petroleum Corporation  
November 30, 1980  
Page Three

ORIGINAL  
PFE

Occidental acknowledges that Firestone is not transferring to Occidental the Perryville Waste Permits and that Occidental has no present intention of using the Woodlawn landfill site except for the disposal, on behalf of Firestone, of the Excess Sludge as provided herein. If, however, Occidental should hereafter decide to dispose of any waste materials at the Woodlawn landfill site, it will do so using clearly identifiable containers placed in different cells for such disposal at the Woodlawn landfill site.

3. On Firestone's Pottstown premises there is a waste disposal site which contains wastes generated and disposed by known and possibly unknown third parties, including but not limited to the former owners, an airplane manufacturer, as well as wastes generated by Firestone as a result of its tire and plastics operations. Firestone and Occidental agree that if, as a result of monitoring or other information or governmental actions, within a seven year period from the date hereof it is reasonably necessary to incur costs and expenses (other than normal operating expenses) to prevent the movement of leachate from the Pottstown waste disposal site to prevent contamination ("Remedial Work"), Firestone will reimburse Occidental for 50% of the costs and expenses incurred for such Remedial Work, up to a maximum contribution by Firestone of two million five hundred thousand (\$2,500,000) dollars. All operating costs and expenses relating to the maintenance of such waste disposal site and, except as provided in this paragraph, all other costs and expenses relating to such site after the Closing shall be borne solely by Occidental. In the event that Occidental shall decide that it may be necessary to do Remedial Work, it shall first advise Firestone thereof and consult with Firestone with respect thereto and give Firestone the opportunity to inspect the site and other appropriate information.

Please sign the enclosed extra copy of this letter to evidence your acceptance of and agreement to the foregoing.

Very truly yours,

THE FIRESTONE TIRE & RUBBER COMPANY

By

J. H. Rosenson  
J. H. Rosenson  
Vice President

Accepted and agreed to:

OCCIDENTAL PETROLEUM CORPORATION

By

S. O. Fuder

Date

12/3/80

## VIA FEDERAL EXPRESS

January 14, 1994

Wendy H. Koch, Esq.  
Rawle & Henderson  
The Widener Building  
One South Penn Square  
Philadelphia, PA 19107

**Re: EPA Inquiry - Woodlawn Landfill, Cecil County, Maryland  
(Your File No.: 426,158)**

Dear Ms. Koch:

Referring to our telephone discussion this morning on the subject matter, attached for your information are copies of relevant data which I believe establishes that no PVC sludge generated by Occidental (formerly Hooker) was shipped to the Woodlawn site subsequent to its acquisition of the Perryville plant from Firestone the end of 1980.

Attachment 1 is a copy of an 8/26/81 site Field Inspection Report by a Mr. O'Connell of the State of Maryland, Department of Health and Mental Hygiene, Office of Environmental Programs - Waste Management & Enforcement Programs. As you will note, according to Mr. Giovannelli (at the time a Perryville plant engineer), the on site PVC waste was "... accumulated since December of 1980."

Attachment 2 is a copy of a 10/23/81 internal memo, with attachments, discussing Hooker's approval to use BFI's Solley Road Landfill outside Baltimore. Accompanying this are two pages of internal notes, one (dated 2/18/82) being a listing of the sludge quantities and shipping schedule. Also attached is a copy of the form of contract with BFI dated 1/12/82.

Attachment 3 is a copy of a 2/12/82 internal memo stating the commencement date of 2/15/82 for the removal of the PVC sludge to the BFI Landfill in the Baltimore area.



**Occidental Chemical Corporation**  
Corporate Office - Legal Department  
Occidental Tower, 5005 LBJ Freeway  
P.O. Box 808050, Dallas, TX 75380-9050  
214/404-3339, FAX 214/404-4155

January 14, 1994

Page 2

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Attachment 4 is a copy of a letter dated 1/15/81 from Hooker to the Maryland Division of Solid Waste giving the monthly report on waste resin landfilled in December 1980. This report letter originated from a John Chinapha. I have been informed by a retired Hooker Environmental Engineer, Joe Young, who was involved with the Perryville plant, that Mr. Chinapha was a former Firestone employee. (Please note Attachment 5, which is a copy of the November 1980 monthly landfill report to the State of Maryland, Division of Solid Waste, signed by Mr. Chinapha as "Jr. Staff Engineer for Firestone Plastics Company").

As you may be aware, the EPA views this activity as being Hooker generated. Occidental has, however, explained a number of times to the EPA that this shipment was arranged for by Hooker as agent for Firestone, pursuant to the 11/30/80 contractual agreement between the parties (see Attachment 6). Mr. George Markert, currently Sr. Consultant, Environmental Affairs at Bridgestone/Firestone, was also privy to this arrangement at the time of the facility acquisition by Hooker.

Attachment 7 is a copy of a 1/19/81 letter to Hooker from the Maryland Office of Environmental Programs referring to the proposed disposal of 1.8 million pounds of PVC sludge generated by Firestone. Mr. Young, identified above, advised that disposal of this sludge was handled by BFI at a site in the Baltimore area, other than Woodlawn.

Attachment 8 is a copy of a 7/15/81 letter from the Maryland Office of Environmental Programs to a Dr. Boaland. The reference in the first paragraph on page one to the "Hooker Chemical Plant" as the source of the PVC sludge merely refers to the current owner of the source facility. In the next to the last paragraph on page two, the reference to the January 1981 termination of waste disposal at the Woodlawn Transfer Station is the appropriate time period covering the last shipment of the remaining east side stockpile of Firestone generated sludge, which Hooker handled as agent, per contractual agreement, on Firestone's behalf as directed.

Attachment 9 is a copy of a 1/12/84 Industrial Waste Report Form of the State of Maryland, Office of Environmental Programs. This report relates to past operational aspects of the Perryville plant itself and is not limited to the activities of Hooker/Occidental, the last operator thereof. Operations at the facility ceased in

January 14, 1994  
Page 3

PFE

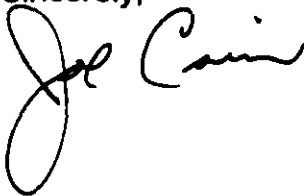
November 1982. Accordingly, the last sentence on page two under "Description of Wastes" stating "...Landfilled at Woodlawn..." constitutes nothing more than a generic statement as to how the facility wastes were historically disposed of. Likewise, the statement under "How Wastes Are Disposed of" merely recites the writer's own conclusion that since plant operations ceased in November 1982, no wastes were disposed of subsequently. It cannot be literally interpreted as meaning that facility wastes were in fact deposited at the Woodlawn site by Hooker during the period 12/80 - 11/82.

I would hope that all of the foregoing finally documents that Hooker/Occidental has no responsibility for any Woodlawn disposal. Accordingly, I would request that on behalf of your client, you formally acknowledge this fact to the EPA and directly assume the defense and all related liability sought to be imposed upon Hooker/Occidental, in accord with the November 30, 1980 agreement between the parties.

In lieu of responding specifically to the Section 104(e) EPA inquiry, being unable to reach Ms. Hilsinger, I discussed this matter today with Mr. John Rajkowski at the EPA Region III office and advised that I believe his receipt of a copy of this transmittal to you would prove more informative. He agreed with my proposal and will share it with Ms. Hilsinger.

I look forward to hearing from you shortly.

Sincerely,



Attachments

cc: P. Hilsinger, Esq. (EPA Region III - 3RC33) - w/att.

~~John Rajkowski (EPA Region III - 3RC33) - w/att.~~

a. JTC28:012.doc

INTER-OFFICE CORRESPONDENCE

To MR. J. R. HILT  
NAME LOCATION  
Date AUGUST 26, 1981  
From H. GIOVANNELLI  
NAME LOCATION  
Subject \_\_\_\_\_

1  
ATTACHED  
**Hooker  
Chemical**  
PLASTICS DIVISION

Copy to: D. M. Connor, J. A. King

Attached please find an inspection report conducted by Mr. O'Connell, Office of Environmental Programs/Waste Management Enforcement Div., on 8/26.

Also attached is one photograph of the pile. He took four additional photographs for his records.

*H. Giannelli*  
H. GIOVANNELLI

HG/mmr  
attachments

RECEIVED  
AUG 27 1981  
J. R. HILT

EPA/RCRA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF ENVIRONMENTAL PROGRAMS - Waste Management & Enforcement Programs

FIELD INVESTIGATION REPORT

Facility Number

Tr. No. 21

Date 8/22/84

Time 1:30 PM

Name of Facility or Person Investigated:

Hooker Chemical Inc.

Persons contacted (include title):

Mark G. Guannelli

Citizen reports (name & title):

Statement of Findings:

... of the ... PVC ...  
... that all material is being  
... in a diked area to prevent  
...  
... to Mr. Guannelli, the  
... has been accumulated since  
... if so. After checking their  
... Mr. Guannelli estimated that  
... approximately 1.5 million <sup>2-4-85</sup> of  
... being stored at this time.  
... no other problems with the  
... or discharges.

on reverse side of this form if needed ☐ Check if continued

Recommended action items (check appropriate box):

- ☐ Issue complaint based on findings
- ☐ Issue complaint based on citizen report
- ☐ Send letter demanding corrective action
- ☐ Additional investigations planned within (State time period)
- ☒ Continue Periodic Investigations
- ☐ Place file on inactive list
- ☐ Other (Explain):

Voluntary Indication of Water Pollution Control Status (subject to analysis of all evidence collected)

KEY: W/ = With VD = Waste Discharge OPS/MAINT. = Operations and Maintenance

Investigator's Initials: Arthur E. O'Connell

- Reason for Investigation
- ☒ Periodic Investigation
  - ☐ Complaint-Order Action
  - ☐ Discharge Permit
  - ☐ Wetlands Permit/License
  - ☐ Oil Handler's Permit/Oil Terminal License
  - ☐ Sediment Action
  - ☐ Waterway obstruction/construction
  - ☐ Well Permit/construction
  - ☐ Other (explain) DHS

- Condition of Waste Producing Processes
- ☐ Facility in Operation, W/VD
  - ☐ Facility in Operation, No/VD
  - ☐ Facility not in Operation, W/VD
  - ☐ Facility not in Operation, No/VD
  - ☐ Other (Explain)

Facility Name: FPP ELEMS

- Evidence Investigated
- ☐ Sample or specimen
  - ☒ Graphic, photo, etc. ☒ Sample and Graphic
  - ☐ Other (Explain): VISUAL VERBAL
  - ☐ None

- Water Pollution Control Status
- ☒ Facility satisfactory
  - ☐ Facility Under construction or development
  - ☐ Plans/Proposals for improvements underway
  - ☐ Facility unsatisfactory; CWA/WATER unsatisfactory
  - ☐ Facility unsatisfactory

Investigator's Initials

ABE

Card No.

19



PFE

DATE: 10/29/81TO: DEPARTMENT MANAGERSFROM: J. R. HILTPlease Note & Return XXFor Approval RECEIVEDFor Signature NOV 9 1981

COMMENTS: R. M. ELLIS

*[Handwritten signatures and initials]*  
RME  
JMC  
BGR

*Circ Dotfile ©*  
*NHK*  
*f*  
*Red*  
*P*

**F. F. Hoy**

**October 23, 1981**

**J. A. King**

**DISPOSAL OF PERRYVILLE FIELD-STORED SLUDGE**

**C. J. Kleinert**

**D. Flaim**

**J. R. Hilt, Pyvl**

**D. M. Connor, Pyvl**

Mr. R. J. Schuttler has approved BFI's Solley Rd. Landfill outside Baltimore for this disposal after my memo to him dated Oct. 12 stating the contained portion of reactor cleanings, an earlier source of concern because of its higher RVCM content, was 2-3% of the 3.4 million lbs. rather than 10% as originally "guessed".

BFI has accepted the sludge and the necessary "business papers" for Mr. D. Flaim's next entry into the matter are in hand.

CECOS, Niagara Falls, has quoted on trucking and asked for more information for a disposal quote.

The tabulation attached clearly shows that BFI is the economic choice barring a disposal quote from CECOS at a figure so low as to lack credibility.

I recommend that the PVC sludge stored in the field at Perryville in the period from Dec., 1980 through May, 1981 be disposed of in the BFI, Solley Rd. landfill in Glen Burnie, Maryland.

*JAK*  
**J. A. King**

**JAK/rm**

**Attachment**

**OCT 27 1981**  
**J. R. HILT**

PERRYVILLE JUDGE DISPOSAL CO., S  
BFI VS CECOS

	BFI THEIR OR OUR TRKS	CECOS		AT BFI DISP. COST OUR TRKS	TO MATCH BFI TOT. OUR TRKS
		CURR. QUOTES THEIR TRKS	OUR TRKS		
TRUCKING:					
\$/TRK HAUL	\$200*	\$1550*	\$929*	\$929	\$929
\$/ DRY LB	\$.0099	\$.0768	\$.0460	\$.0460	\$.0460
TOT. \$	\$19,600	\$151,900	\$91,000	\$91,000	\$91,000
DISPOSAL:					
\$/WET TON	\$66*			\$66	\$20
\$/ DRY LB	\$.0517			\$.0518	\$.0156
TOT. \$	\$102,300			\$102,300	\$30,900
TOTAL COSTS:					
\$/ DRY LB	\$.0616			\$.0978	\$.0616
TOTAL \$	\$121,900			\$193,300	\$121,900

BASIS: 3.4 MM WET LBS  
2 MM DRY LBS  
1550 WET METRIC TONS  
98 TRK HAULS @ 35,000 #/LOAD  
TIME TO FINISH 1 ± MONTH

\* - QUOTED COST

JAK 10/23/81

TO: F. F. Hay  
Perryville Sludge to BFI

2/18/82

Phase I,  
3.5 MM wet lbs,  
accum. thru 5/81

88 loads total  
haul avg 6/day  
5 days/week  
take 15 days

Began 2/16/82  
Should finish 3/8/82  
IF NO WEATHER OR OTHER  
HOLDUP

Phase II,  
2 MM wet lbs,  
accum. 6/81 -  
12/81

50 loads total  
take 8 days

Start 3/9/82  
Finish 3/18, IF NO HOLDUP

ALL HINGES ON VCM PROFILE BEING UNDER  
2000 PPM - IF NOT, DECISION TIME ON RISK  
VS VCM CONTENT WITH RTS/UPPER MGMT.

Phase 3,  
quant. unknown now  
accum. since 1/82  
high VCM fractions are being segregated  
normal low level VCM part may be able to go on  
Phase I contract  
Should start haul of latter - 3/19/82  
Could certainly finish by - 3/26/82

High VCM fractions  
WILL PROBABLY  
HAVE TO AGE  
LONGER TIME.

{ Reactor cleanings  
Pot Strainer cleanings  
Basin cleanings, if any

RECEIVED  
FEB 18 1982

J. R. HILT

Jaking

cc C J Klemer

D Flaim

J Hilt

D Conner - please update this once/week

**Hooker Chemicals & Plastics Corp.**

PVC RESINS DIVISION  
PVC FABRICATED PRODUCTS DIVISION

P.O. Box 688 • Armand Hammer Blvd. • Pottstown, PA 19464  
215 / 328-2000

January 12, 1982

ORIGINAL  
RECEIVED  
JAN 15 1982  
U. M. CONNOR

Mr. R. W. Pease  
Browning-Ferris Industries  
101 Norris Lane  
Baltimore, MD 21240

Dear Bob:

SUBJECT: WASTE DISPOSAL CONTRACT - PERRYVILLE, MARYLAND

Pursuant to the above captioned, we are making the following proposed revisions and comments to your standard contract wording.

• Article I - Last Sentence:

Customer reserves the right to decline to deliver to BFI any waste material at any time when Customer reasonably believes that it may not be collected, transported, or disposed of, in a lawful manner, or in a manner which will not create a risk to public health or the environment.

• Article II - BFI Indemnity:

After acceptance by BFI of the Customer's waste material, BFI agrees to indemnify and hold Customer harmless (except as hereinafter provided) from any and all loss, damage, suits, liability, penalties, costs, and expenses (including attorneys fees), claims for property damage and personal injury or death of persons including Customer's employees, which may reasonably be incurred by or imposed upon the Customer arising from or related to the waste material or the activities of BFI with respect thereto, and shall, at the option of Customer, defend the Customer at BFI's sole expense in any litigation involving the same. This Article II shall be inapplicable if the damages, penalties, costs, or expenses result solely from the Customer's delivery to BFI of materials not conforming to the descriptions of waste material as set forth in Exhibit "A" ("Non-conforming Waste").

• Article III - Title - Second Sentence:

Title to and legal responsibility and liability for non-conforming waste shall at all times remain with Customer, provided that, BFI shall immediately notify Customer upon learning of any such non-conformance, and provide further that BFI shall not be relieved of any of its obligations to Customer under Article II, above, except to the extent that such non-conformance shall be the direct cause of any of the damages, penalties, costs, or expenses referred to.

• Article VIII - Means of Disposal - First Sentence:

The "sole discretion" statement should be changed to "mutual consent" of Hooker and BFI.

• Article XIII - Insurance:

Hooker should be named insured on BFI's comprehensive general and auto liability policy with regard to work performed under this agreement. Employer's liability with minimum limits of \$1,000,000. Seepage and pollution insurance coverage for non-sudden and accidental occurrences and sudden and accidental occurrences (if not included in comprehensive general liability policy) with respect to transporting and disposal of our wastes; Hooker should be additional insured on this policy. Limits should be the same as those for the comprehensive general liability policy.

• Article XV - Customer Indemnity:

Customer hereby agrees to indemnify and hold BFI harmless from, and against any and all loss, damage, suits, liability, penalties, costs and expenses (including attorneys fees) arising out of any claim for loss of or damage to property, including BFI's property, and injuries to or death of persons, including BFI's employees caused by, resulting from, or growing out of the Customer's negligence and willful misconduct; or caused by, or resulting from, the Customer's delivery to BFI of non-conforming waste and shall, at the option of BFI, defend BFI at the Customer's sole expense in any litigation involving the same.

• Article XVII - Joint Liability and Subrogation:

Where BFI and Customer are both entitled to indemnity, BFI and Customer agree that the amount of indemnity payable shall be apportioned consistent with the comparative negligence or willful misconduct of the parties.

• Article XVIII - Health, Safety, and First Aid:

The second sentence, at all Customer facilities BFI shall comply with all applicable fire, safety, and health laws and regulations, as well as any safety and health regulations of Customer, at such facility.

- Also, Hooker Chemicals & Plastics Corp. is a New York corporation rather than a Maryland corporation, as recited in Article I.

Please review and advise.

Very truly yours,

Daniel J. Flaim  
Manager - General Procurement

DJF/seh

bcc: Mr. J. A. Mack  
Mr. J. A. King  
Mr. D. A. Guth - Houston  
Mr. D. M. Connor - Perryville

## INTER-OFFICE CORRESPONDENCE

To MEMORANDUMDate FEBRUARY 12, 1982From D. M. CONNOR

Subject \_\_\_\_\_

Copy to:

J. R. HILT  
P. J. Eldreth  
H. Giovannelli  
J. D. Hull  
F. A. Latta  
J. H. Oplinger

**Hooker  
Chemical**  
PLASTICS DIVISION

Starting Monday, 2/15/82, BFI Inc. will be moving out the PVC sludge to a secure landfill in the Baltimore area.

I expect that three trucks will show up at ~ 7:30 a.m. Monday. We will try to have each truck make 2 trips/day. About four weeks will be required. Initially, each truck will be weighed MT and full.

Dave Neff will have his front-end loader here and be responsible for loading the trucks.



D. M. CONNOR

DMC/nl

RECEIVED

FEB 12 1982

J. R. HILT

MR. J. A. KING

ATTACHMENT 7

January 15, 1981

RECEIVED

JAN 20 1981

J. A. KING

Mr. David Healy  
Division of Solid Waste  
Dept. of Health & Mental Hygiene  
P. O. Box 13387  
Baltimore, Maryland 21201

REF: Monthly report for Dec., 1980, on the status of Woodlawn  
Landfill Site

Dear Mr. Healy:

The total amount of waste resin landfilled this month was 2,524,040 lbs. wet or 1,565,909 lbs. dry. The material stored on the west side of the plant was completely landfilled on 12/9/80. We started landfilling the material stored on the east section of the plant on 12/15/80. Percent solids is 60% and accounts for 1,032,604 dry lbs.

Firestone  
Waste

Additional work and/or changes occurred are: (1) More hay bales were added in anticipation of the winter weather; (2) Request to raise landfill level to accommodate the estimated  $1.0 \times 10^6$  dry lbs. of remaining Firestone Tire & Rubber Co. PVC waste was verbally approved; (3) Use of manifest forms was discontinued on 12/8/80 upon receipt of a letter from Mr. Harold Nelson to Mr. P. J. Foley mentioning that PVC waste resin is classified as non-hazardous; (4) Results of monitoring well water are attached.

Please contact us for any other information.

Yours sincerely,

HOOVER CHEMICAL

John Chisamba  
Jr. Staff Engineer

SJC/mur  
attachment

cc: H. Giovannelli  
J. A. King

PC 1/2/81 TO RM WALTER, ALBON (FIRESTONE ATTORNEY)  
G. MARKERT, ALBON (FIRESTONE - ENVIRONMENTAL MGR)

December 3, 1980

Mr. David Healy  
Division of Solid Waste  
Department of Health & Mental Hygiene  
P. O. Box 13387  
201 West Preston Street  
Baltimore, Maryland 21201

Dear Mr. Healy:

The total amount of resin landfilled for November, 1980, is 3,297,520 lbs. At 65% solids, the dry weight is 2,143,788 lbs. The hay bales are still in good condition and should last until the site is completely filled and capped.

Monitoring well water samples were taken to be analyzed according to RCRA Standard Section 4004. Breakdown of resin landfilled for the month is as follows:

11/3	236,400 lbs.	11/4	66,860 lbs.
11/5	104,960	11/6	63,680
11/7	256,580	11/10	147,300
11/11	212,280	11/12	213,800
11/13	296,520	11/14	465,800
11/17	252,460	11/19	322,560
11/20	275,580	11/26	377,740

Please feel free to call if more information is needed.

Yours sincerely,

~~FIRESTONE-ELASTICS COMPANY~~

Dr. J. Chinnapher  
Jr. Staff Engineer

SJC/mm

cc: H. Giovannelli



November 30, 1980

Occidental Petroleum Corporation  
10889 Wilshire Boulevard  
Los Angeles, California 90024

Re: Firestone Plastics Company

Gentlemen:

This letter will set forth our mutual understanding on certain environmental matters relating to the Agreement of Purchase and Sale of Assets, dated September 16, 1980 (the "Asset Agreement"), between Firestone and Occidental under which Occidental agreed to purchase certain rights, properties and assets of or related to the business of producing and selling dispersion and suspension resins and calendered and printed film conducted by Firestone through Firestone Plastics Company (the "Division"), a division of Firestone (the "Business"). Capitalized terms used herein which are defined in the Asset Agreement are used herein as so defined.

Firestone and Occidental agree as follows:

1. All contracts, commitments, governmental permits, approvals, licenses and other rights, obligations and liabilities of Firestone, whether direct or indirect, absolute or contingent, relating to or arising out of disposal by or on behalf of Firestone of any industrial wastes resulting from operation of the Division's Perryville plant which have been deposited in the Woodlawn landfill site prior to the date hereof and of industrial wastes presently on the Division's Perryville plant site believed by Firestone to consist of approximately 50% to 70% solid PVC resulting from the operations conducted at the Division's Perryville plant, including the Excess Sludge (as later defined herein), shall be excluded from Assumed Liabilities and Assets to be transferred to Occidental under the Agreement; and Occidental shall have no liability whatsoever, and Firestone shall defend, indemnify and save Occidental harmless from and against any and all loss, cost, damages and expense (including reasonable attorneys' fees) arising out of any claim, liability or obligation incurred by or asserted against Occidental, with respect to any such contract,

commitment, permit, approval, license, right, obligation or liability or with respect to any act or condition relating to any aspect of the disposal of such wastes for the Division's Perryville plant by or on behalf of Firestone.

2. Firestone acknowledges that it has accumulated excess quantities of Sludge on the premises of the Division's Perryville plant pending the issuance of a governmental permit to dispose of such Sludge at the Woodlawn landfill site; that it is Firestone's responsibility to dispose of that portion of the Sludge on the Division's Perryville plant premises which is in excess of the quantity that ordinarily would be stored on that plant's premises had there been no delay in obtaining or other difficulties with its waste disposal permit (the "Excess Sludge"); and Occidental acknowledges that it is its responsibility to dispose of Sludge located on such premises other than Excess Sludge. Firestone requests Occidental to act as Firestone's agent in disposing of such Excess Sludge on Firestone's behalf and at Firestone's sole responsibility and risk at the Woodlawn landfill site in accordance with Firestone's existing permit to do so (Industrial Waste Permit No. 78-07-03 issued by the Department of Health and Mental Hygiene of the State of Maryland on July 16, 1980 and the authorization evidenced by the letter of April 1, 1980 from the County Commissioners of Cecil County, Maryland (the "Perryville Waste Permits")). Occidental agrees, at its expense (so long as no extraordinary handling costs are incurred), to place such Excess Sludge in containers of the type heretofore used by Firestone and transport it on behalf of Firestone, using Firestone's existing transporter, to the Woodlawn landfill site for disposal there in accordance with the terms of the Perryville Waste Permits; provided, however, that Occidental shall not be deemed to be at any time the owner or generator of such Excess Sludge; that Occidental is acting solely as the agent of Firestone; that Occidental shall have no further liability with respect to such Excess Sludge once it has been delivered to the Woodlawn landfill site pursuant to the terms of this letter; and that Occidental shall have all the benefits and protection accorded to it under paragraph 1 of this letter with respect to such Excess Sludge.

Firestone and Occidental will cooperate to expedite the disposal of the Excess Sludge, and Occidental shall use its best efforts to cause the Excess Sludge to be disposed of in accordance with the terms of this letter within 45 days from the date hereof. The parties acknowledge that quantities that would ordinarily be stored on the Division's plant premises would be approximately 200,000 pounds.

If for any reason the Excess Sludge cannot be disposed of at the Woodlawn landfill site, then Firestone and Occidental shall discuss other methods for disposal of such Excess Sludge.

Occidental Petroleum Corporation  
November 30, 1980  
Page Three

Occidental acknowledges that Firestone is not transferring to Occidental the Perryville Waste Permits and that Occidental has no present intention of using the Woodlawn landfill site except for the disposal, on behalf of Firestone, of the Excess Sludge as provided herein. If, however, Occidental should hereafter decide to dispose of any waste materials at the Woodlawn landfill site, it will do so using clearly identifiable containers placed in different cells for such disposal at the Woodlawn landfill site.

Please sign the enclosed extra copy of this letter to evidence your acceptance of and agreement to the foregoing.

Very truly yours,

THE FIRESTONE TIRE & RUBBER COMPANY

By



J. H. Rosenson  
Vice President

Accepted and agreed to:

OCCIDENTAL PETROLEUM CORPORATION

By



Date

12/5/80



ATTACHMENT 7

OFFICE OF ENVIRONMENTAL PROGRAMS  
**DEPARTMENT OF HEALTH AND MENTAL HYGIENE**  
281 WEST PRESTON STREET • BALTIMORE, MARYLAND 21201 • Area Code 301 • 383

Harry Hughes, Governor

Charles R. Bush, Jr., Sec. D. Secretary

January 19, 1981

Mr. Peter Foley, Plant Manager  
Hooker Chemical Company  
Plastics Division  
P. O. Box 0  
Perryville, MD 21903

RECEIVED

JAN 22 1981

J. A. KING

NOTE  
ACCORDING TO PERMIT  
34 B.F.S., NOT  
AT WASHINGTON D.C.

Dear Mr. Foley:

I am writing you in reference to the site visit on December 15, 1980 to the PVC sludge disposal site adjacent to the Woodlawn Transfer Station by John Chinapau of your staff and David Healy of the Industrial Waste Division. This visit was to ascertain, whether the disposal site could handle the remainder of PVC sludge, 1.8 million pounds, generated by the former owner, Firestone Plastic Company. As a result of this site evaluation, it was agreed that the additional waste could be deposited at the site, but would require modification to the final contours and elevation of the area. To maintain the three feet of final cover (a minimum of 6" of compacted clay and 2 1/2 feet of cover material), the elevation would be raised to divert runoff to the swales and down slope from the site. All surface water generated during the time of precipitation would continue to be diverted away from the site. Mr. Chinapau as requested, followed up this meeting with a letter and drawing, describing these changes dated December 23, 1980 and received January 5, 1981.

When the remainder of these waste are deposited at the site, this site must be closed out in accordance with the plans and specification approved in the renewal of Industrial Waste Disposal Permit 78-07-03.

If you have any questions concerning this matter, please direct them to Mr. David Healy of the Industrial Waste Division at 383-2771.

Sincerely,

*William E. Chica*  
William E. Chica, Acting Chief  
Industrial Waste Division

MEC:vvg

cc: Dr. Virginia Bailey  
Mr. Ronald Nelson  
Mr. David Healy

cc: J. A. King; M. GIOVANNELLI - 1/20/81

RECEIVED

JAN 20 1981

J. R. HOLT

DATE 8-3-81

TO

BY

PLEASE HANDLE

X FOR YOUR INFORMATION

## OFFICE OF ENVIRONMENTAL PROGRAMS

5670

July 13, 1981

Eleanor Bealand, M.D.  
695 Colara Road  
Colara, Maryland 21817

JUL 17 1981

U.S. ENVIRONMENTAL AGENCY

Dear Dr. Bealand:

I have received your letter of July 3, 1981 concerning the disposal of PVC sludge at the Woodlawn Transfer Station. The material which was being disposed of at the Woodlawn Transfer Station is poly vinyl chloride (PVC) sludge from the Hooker Chemical Plant (formerly Firestone Plastics) in Perryville. The plant manufactures PVC from vinyl chloride monomer (VCM). This waste results from periodic cleaning of pot strippers in the VCM stripping operation which fill with PVC agglomerations, and the cleaning of the reactor baffles and depressed areas of the reactor walls, which build up with the polymer.

This material, along with other waste PVC is collected at the plant for disposal. Chromium hydride sludge is added to this waste stream. This sludge results from the treatment of the cooling tower blowdown with ferrous sulfate to reduce the hexavalent chromium to trivalent chromium for removal by precipitation/settling.

The sludge will have small quantities of residual VCM, dirt, water and other trace contaminants such as catalysts, soaps and suspending agents. The sludge is removed from lagoons on site where it dewater prior to disposal.

At the ~~transfer station~~ site, the waste PVC sludge was disposed on in lined cells. Three monitoring wells were installed in the area. One is located 150 feet north-east of the gate to the transfer station. The second well is approximately 450 feet north-west of the gate. The third well is 750 feet north-west of the gate. The most recent sampling was conducted on May 12, 1981. Well No. 3 showed less than 10 parts per billion (ppb) VCM (below detection level). Well No. 2

Elmwood, Maryland, M.D.

Page Two

July 15, 1981

showed 66 ppm VCM. Well No. 1 has insufficient water to obtain a sample.

The waste material is not considered hazardous, using the Federal and State definitions and testing criteria. Therefore, it may legally be disposed of at a permitted landfill. I am enclosing a copy of the extraction procedure (IF toxicity) test performed on the waste. The disposal of this waste at the Woodlawn Transfer Station terminated in January 1981, shortly after the plant was purchased by Hooker Chemical Company. The new company disposed of the residual material on site, and has subsequently been investigating methods for recycling the PVC material. The sludges generated are being stored on site until a waste management plan can be developed. I have enclosed a copy of the sludge disposal report developed in 1979-1980 for the Woodlawn Site. I am unaware of any ground or surface water contamination as a result of this disposal.

If you have any questions concerning this matter, or wish to make arrangements to examine other information available in the file, please contact me at 301-303-5670.

Sincerely,



William E. Chiles, Acting Chief  
Industrial Waste Division

WEC:abv

cc: Mr. Ronald Nelson  
Mr. William A. Sumner

Enclosure:

## STATE OF MARYLAND • DEPARTMENT OF HEALTH AND MENTAL HYGIENE

## MEMORANDUM

THRU: Mr. William Chicca  
Ms. Georgina HavlikCopies: Mr. Ronald Nelson  
Mr. Roger Simon

TO: SEE DISTRIBUTION LIST From: Mr. John Lawche Date: 1/30/84

Subject: Occidental Chemical Corporation

A preliminary assessment of the waste handling practices of the Occidental Chemical Corporation has been conducted by Mr. Roger Simon of my staff. The purpose of the assessment was to determine if the waste handling practices of the company warranted regulation under the Health-Environmental Article, Section 9-217, Pollution of Waters by Industrial Wastes. This section formerly appeared as Article 43, Section 397. Specific findings of the assessment was presented in the attached survey form.

Please advise me of any inaccuracies or omissions in the information contained in the survey form. I will presume your concurrence if I do not hear otherwise from you within 30 days from the date of this memorandum.

Please contact Mr. Simon at 383-5670 if you have any questions on this matter.

JL:via

DISTRIBUTION LIST

Virginia R. Bailey, M.D., MPH, Cecil County Health Department  
Mr. John Koontz, Enforcement Program  
Mr. Carl York, Air Management Program  
Mr. John Veil, Industrial Waste Division  
Mr. Richard Steimle, Hazardous Waste Division  
Mr. Jeffrey Rain, Sewerage Sludge Section

REC'D  
FEB 1 1984  
CECIL COUNTY  
HEALTH DEPT.

DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
OFFICE OF ENVIRONMENTAL PROGRAMS  
WASTE MANAGEMENT ADMINISTRATION

INDUSTRIAL WASTE REPORT FORM

Date: JANUARY 12, 1966

ID#: \_\_\_\_\_

Surveyor: ROGER E. SIMON

COMPANY NAME: OCCIDENTAL CHEMICAL CORPORATION

ADDRESS: P.O. BOX 98

PERREVILLE ILLINOIS 61903

PERSON CONTACTED: MR. JOSEPH KRIC TITLE: MANAGER ENVIRONMENTAL CONTROL

PHONE 1: 301-682-2401 + 25-371-6749 SIC 1: 2821

DESCRIPTION OF MANUFACTURING PROCESSES AND PRODUCTS MANUFACTURED:

The above-mentioned company formerly operated under the name of Rhodes Chemical Co. Company has not operated since November 1960. Prior to closing its operations Occidental manufactured polyvinyl chloride using a bulk polymerization process. The main raw materials used in the process was vinyl chloride (monomer), organic peroxide (catalysts) and methanol (suspending agent). PVC was produced in a powdered form and sold to customers to be used for other PVC applications.

The company plans to resume operations within a year time. Construction of two locums is presently being undertaken in preparation for plant reopening.

DESCRIPTION OF WASTES (TYPE, PHYSICAL STATE, QUANTITY GENERATED, COMPOSITION OF EACH WASTE):

10/10/81  
(Red)

DEF

NO WASTE IS CURRENTLY BEING GENERATED AT THE PLANT DUE TO CLOSURE. PREVIOUSLY, PROCESS WASTE WATER WAS TREATED IN THREE (3) PONDERS AND RETURNED INTO THE TOWN OF PERRIN TREATMENT PLANT. SLUDGE EXCAVATED FROM THE TANKS ARE DRYERED IN SLUDGE DRYING BEDS ON COMPANY'S PROPERTY AND THEN LANDFILLED AT WOODBURN COUNTY LANDFILL.

HOW WASTES ARE HANDLED AND STORED AT THE PLANT: NO WASTE MATERIAL IS CURRENTLY HANDLED OR STORED AT THE PLANT SITE.

HOW WASTES ARE DISPOSED OF (INCLUDING NAME OF HAULER AND THE NAME AND THE LOCATION OF DISPOSAL AREA):

SINCE NOVEMBER 1982, NO WASTES HAVE BEEN DISPOSED OF EITHER AT THE PERRIN TREATMENT PLANT OR WOODBURN COUNTY LANDFILL.

AS DURING MY INSPECTION I NOTICED 6 PCB TRANSFORMERS ON SITE. A SUBSEQUENT REVIEW OF INSPECTION RECORDS SHOWS THAT ONE OF THE TRANSFORMERS PREVIOUSLY HAD A LEAK.

Recommendations:

Require Occidental Chemicals to obtain a (9-2) permit for study during which company requests state enforcement about the PCB transformers so that migration could be made.